



City of Nashua Service Agreement

Project Title

Service Agreement between _____ with its office located at _____ in _____ hereinafter "VENDOR") and The City of Nashua, New Hampshire (hereinafter "OWNER").

This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

The intent of the Agreement is to include all items necessary for the proper execution and completion of the work by the **VENDOR**.

The **VENDOR** shall complete the following work for the **OWNER**: _____

Invoicing shall be in accordance with the attached, **Exhibit A**, which the **OWNER** has accepted and approved. **VENDOR** shall start work on _____ and finish the work no later than _____ (the "**WORK**")

The **OWNER** agrees to pay the **VENDOR** the sum of:

_____ (\$ _____)

Payment shall be made approximately **30** days from the time the payment application is received by the **OWNER** depending upon the timing of submittals and approvals. Application for Payment performed under this agreement shall be submitted directly to:

City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn:

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

VENDOR shall carry and maintain in effect during the performance of services under this contract:

- General Liability:
 - \$1,000,000 per Occurrence
 - \$2,000,000 Aggregate
 - City of Nashua Additional Insured**
- Motor Vehicle Liability:
 - \$1,000,000 Combined Single Limit
 - *coverage must include all owned, non-owned and hired vehicles.**
 - City of Nashua Additional Insured**
- Workers' Compensation Coverage according to Statute of the State of New Hampshire:
 - \$100,000 / \$500,000 / \$100,000



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VENDOR and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

VENDOR shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by **VENDOR** are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **VENDOR** under the contract. The **OWNER** shall not maintain any insurance on behalf of **VENDOR**. Subcontractors are subject to the same insurance requirements as the **VENDOR** and it shall be the **VENDOR's** responsibility to ensure compliance of this requirement.

The parties agree that **VENDOR** shall have the status of and shall perform all work under this agreement as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this agreement is between the **OWNER** and **VENDOR**, and nothing in this agreement shall create any contractual relationship between the **OWNER** and **VENDOR's** consultants, sub consultants, contractors. The parties also agree that **VENDOR** is not a City employee and that there shall be no:

1. Withholding of income taxes by the **OWNER**;
2. Industrial insurance coverage provided by the **OWNER**;
3. Participation in group insurance plans which may be available to employees of the **OWNER**;
4. Participation or contributions by either the **VENDOR** or the **OWNER** to the public employees retirement system;
5. Accumulation of vacation leave or sick leave provided by the **OWNER**;
6. Unemployment compensation coverage provided by the **OWNER**.

VENDOR will provide the **OWNER** with certificates of insurance for coverage, as listed, and endorsements affecting coverage required by the Agreement. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. **VENDOR** is responsible for filing updated certificates of insurance with the **City of Nashua's Risk Management Department** during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, **VENDOR** must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve **VENDOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **VENDOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by **OWNER** shall be called upon to contribute to a loss.
- **VENDOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **VENDOR** or anyone employed, directed, or supervised by **VENDOR**.

Regardless of any coverage provided by any insurance, **VENDOR** agrees to indemnify and shall defend and hold harmless the **OWNER**, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of **VENDOR** or of anyone acting under its direction or control or on



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its behalf in connection with or incidental to the performance of this contract. **VENDOR's** indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

VENDOR warrants and guarantees to **OWNER**, for one (1) year, upon completion of work, that all Work will be in accordance with the Agreement and will not be defective. **VENDOR's** warranty and guarantee hereunder excludes defects or damage caused by:

- Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
- Normal wear and tear under normal usage.

If the **VENDOR** defaults or neglects to carry out the Work in accordance with this Agreement and fails within a two day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies.

The **VENDOR** warrants to the **OWNER** that (1) the Work will be free from defects not inherent in the quality required or permitted; and (2) the Work will conform to the requirements of the Agreement.

The **OWNER** shall have no responsibility for the payment of money to any Subcontractor or material supplier.

The **OWNER** shall not supervise or directly control the work of the **VENDOR**. The **OWNER** does reserve the right to inspect the work being performed and to determine whether it is being performed in a good and "workmanlike" manner. The **VENDOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the Agreement. The **VENDOR** shall bear the cost of correcting such rejected work.

The **OWNER** can terminate this Agreement at any time and pay the **VENDOR** a prorated amount for all service performed up to that date.

The laws of the State of New Hampshire shall govern this Agreement exclusively and any litigation to this Agreement shall be brought to a court located in the State of New Hampshire.

The agreement, along with the executed **OWNER's** Purchase Order, are subject to the City of Nashua Standard Terms and Conditions, which are available on the City's website at www.nashuanh.gov/purchasing.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

(signature)

Donnalee Lozeau, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date